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Prepared by & return to: Byrne & Associates, PLLC 1326 Hardwood Trail Cordova, TN 38016 901-737-1922 File No. 2010110019

## WARRANTY DEED

THIS INDENTURE, made and entered into this 27th day of January, 2011, by and between BRIAN CARLISLE, A MARRIED PERSON, party of the first part, and KIMBERLY PAYNE, AN UNMARRIED PERSON, party of the second part,

**WITNESSETH:** This for and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said parties of the first part have bargained and sold and do hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in the, County of **DESOTO**, State of **MISSISSIPPI**.

LOT 13, SECTION C, BRAYBOURNE SUBDIVISION, LOCATED IN SECTION 32, TOWNSHIP 1 SOUTH, RANGE 5 WEST, AS SHOWN ON PLAT OF RECORD AT PLAT BOOK 64, PAGES 10-11, IN CHANCERY CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI, TO WHICH REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID PROPERTY.

BEING THE SAME PROPERTY CONVEYED TO GRANTOR(S) HEREIN AS SHOWN BY DEED OF RECORD AT BOOK 566, PAGE 39, IN SAID CHANCERY CLERK'S OFFICE.

MELINDA CARLISLE, wife of BRIAN CARLISLE, party of the first part, joins in the execution of this Warranty Deed for the express purpose of conveying any and all marital rights which she may have in and to the above described property by virtue of her marriage to the said BRIAN CARLISLE, but does not join in the covenants and warranties herein contained.

TO HAVE AND TO HOLD the aforesaid real estate together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, his/her heirs, successors and assigns in fee simple forever.

The said parties of the first part do hereby covenant with the said party of the second part that they are lawfully seized in fee of the aforedescribed real estate; that they have good right to sell and convey the same; that the same is unencumbered, EXCEPT for Subdivision Restrictions, Building Lines and Easements of record in Plat Book 64, Pages 10-11; Declaration of Covenants, Conditions and Restrictions of record in Book 370, Page 680,, all in said Chancery Clerk's Office. 2011 DESOTO COUNTY realty taxes, not yet due and payable, and as set forth above, and that the title and quiet possession thereto they warrants and forever defends against the lawful claims of all persons. The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

Grantor's

BRIAN CARLISLE

Grantee's

KIMBERLY PAYNE

Address

6088 Woodson Arlington, TN address

6782 GREYHAWK COVE SOUTH OLIVE BRANCH, MS 38654

Parcel Number

1059-3205-0-00013.00

Phone No.:

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Phone No.:

901-415-5888 N/A

Phone No.:

N/A

WITNESS the signatures of the parties of the first part the day and year first above written.

38002

**BRIAN CARLISLE** 

**MELINDA CARLISLE** 

STATE OF TENNESSEE COUNTY OF SHELBY

Before me, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared **BRIAN CARLISLE AND MELINDA CARLISLE**, to me known to the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same for the purposes therein contained as their free Act and Deed.

Witness my hand and Notarial Seal this 26th day of January, 2011,

Notary Public

My Commission Expires:

Property Owner and Address: KIMBERLY PAYNE 6782 GREYHAWK COVE SOUTH OLIVE BRANCH, MS 38654

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Mail tax bills to: USDA RURAL HOUSING SERVICE 3260 HIGHWAY 51 SOUTH HERNANDO, MS 38632 STATE OF TENNESSEE NOTARY PUBLIC

My Commission Expires April 20, 2014